
1:11-CV-0335 (GTS/RFT) Exhibit 040

Contract hiring William Better

Better affidavit in matter of Knott Industries

Resolution hiring Better

WILLIAM J. BETTER, P.C.

1 ALBANY AVENUE
KINDERHOOK, NY 12106

Telephone 518-758-1511

Facsimile 518-758-1227

William J. Better
betterlaw@berk.com

Philip Sterling Meyer
psmbetterlaw@fairpoint.net

(fax and electronic mail service not accepted)

April 20, 2012

Ronald Knott
Supervisor
Town of Stuyvesant
PO Box 250
Stuyvesant, New York 12173

Re: Pflaum v Town of Stuyvesant ZBA

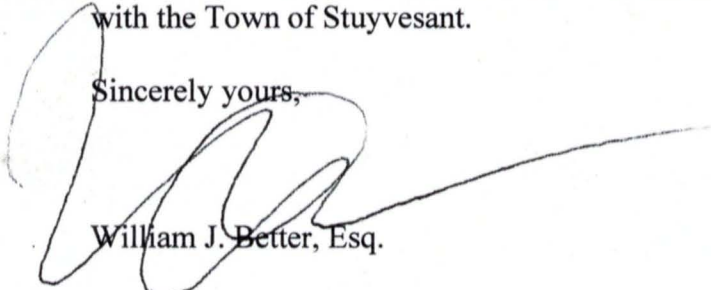
Dear Supervisor Knott:

I am writing to confirm that this office has been retained to handle the defense of the most recent Article 78 proceedings brought by William Pflaum.

As I indicated, I am willing to undertake the same for a flat fee of \$3,500 plus disbursements. I will continue to keep track of the time spent on this matter but because of the other work we've done for the Town, I believe we can do this on a less costly basis.

All other terms and conditions remain the same of my original retainer agreement with the Town of Stuyvesant.

Sincerely yours,



William J. Better, Esq.

WJB/dab

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February 21, 2012

Honorable Ronald Knott
Stuyvesant Town Inspector
Stuyvesant Town Hall
Stuyvesant, New York 12173

Re: Legal Services Agreement Letter

Dear Ronald:

I am writing to confirm that the Town of Stuyvesant has retained this office as special counsel in relation to the following items:

1. Two matters (described as "requests for interpretation") before the Town Zoning Board of Appeals (ZBA);
2. A proceeding commenced against Melissa Naegeli, et al, concerning FOIL requests; and
3. A proceeding commenced against the Town ZBA concerning the Narzynski property.

The services of this office are available at an hourly rate, with my fee being \$250 per hour and my associate's fee being \$150 per hour. In addition to these hourly rates, any disbursements made in relation to these matters will also be billed.

I understand that the Town will be forwarding a retainer of \$2,500 for these matters. From this retainer, the sum of \$500 will be applied to the ZBA interpretations. The sum of \$1,000 will be applied to each of the two proceedings. Monthly statements are generated by this office which will bill each of these items separately.

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Honorable Ronald Knott
February 21, 2012

If a dispute develops concerning our relationship either of us may avail ourselves of fee dispute resolution services.

Please indicate your agreement to this relationship by signing and returning a copy of this letter. If you have any questions, please feel free to contact me.

Sincerely yours,



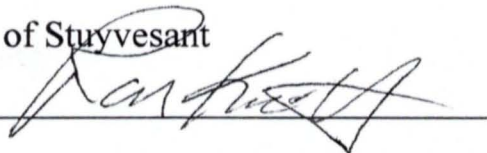
William J. Better, Esq.

WJB/dab

Agreed

Town of Stuyvesant

By: _____

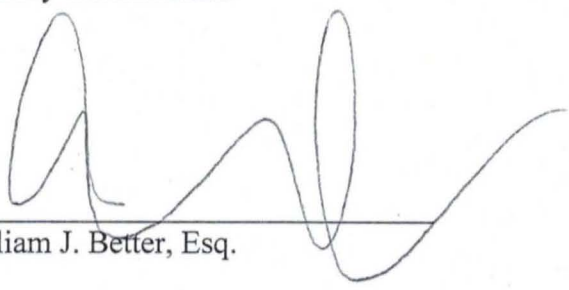


ATTORNEY CERTIFICATION

I, William J. Better, Esq., HEREBY CERTIFY, under penalty of perjury, that I have no actual knowledge that the substance of any statements of fact contained in the annexed documents are false. This Certification is based solely and exclusively upon information provided by the client, and upon the client's certification to the undersigned attorney that such information is not false, and is not based upon any review, audit, examination, inquiry or investigation made by the undersigned attorney or by anyone acting on behalf of said attorney.

- (A) PLEASE TAKE NOTICE THAT this Certification is made by the attorney as an Officer of the Court and is directed solely and exclusively to the Court in accordance with 22 NYCRR 202.16(e) and is expressly not directed or extended to the opposing party herein.
- (B) PLEASE TAKE FURTHER NOTICE that the opposing party may not and should not rely upon this Attorney Certification in assessing the truth or validity of the information contained in the annexed document. The credibility contained in this submission is no greater than the credibility of the client represented by the undersigned attorney and the opposing party should give this document no greater credence merely because it bears this Attorney Certification.

DATED: March 16, 2012



William J. Better, Esq.

**RESOLUTION
TOWN OF STUYVESANT TOWN BOARD
February 20, 2012**

WHEREAS, the Zoning board Appeals of the Town of Stuyvesant has been asked to review a previous appeal involving the Glencadia Dog Camp, which previously involved the services of Whiteman/ Osterman & Hanna

WHEREAS, the Town Board of the Town of Stuyvesant desires to engage the services of counsel for representation of the town and assisting the town's Zoning Board of Appeals in matters concerning this issue and associated actions involving Glencadia dog Camp.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Stuyvesant Town Board hereby resolves to engage the services of William Better to represent us in these matters and to authorize the Supervisor to sign an contract with Mr. Better to retain his services

<u>Town Board Members</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Ronald Knott	X_____	_____	_____
Kelli Williams	X_____	_____	_____
Brian Chittenden	X_____	_____	_____
Edward Scott	X_____	_____	_____
Thomas Burrall	X_____	_____	_____

Dated: June 14th, 2012